

AGREEMENT BETWEEN
KING COUNTY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
REPRESENTING EMPLOYEES IN THE
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION

| | | |
|-------------|---|----|
| ARTICLE 1: | PURPOSE..... | 2 |
| ARTICLE 2: | UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION..... | 3 |
| ARTICLE 3: | RIGHTS OF MANAGEMENT..... | 6 |
| ARTICLE 4: | WAIVER AND COMPLETE AGREEMENT..... | 7 |
| ARTICLE 5: | SAVINGS CLAUSE..... | 8 |
| ARTICLE 6: | EQUAL EMPLOYMENT OPPORTUNITY..... | 9 |
| ARTICLE 7: | WORK STOPPAGES AND EMPLOYER PROTECTION..... | 10 |
| ARTICLE 8: | MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS..... | 11 |
| ARTICLE 9: | GRIEVANCE PROCEDURE..... | 12 |
| ARTICLE 10: | REDUCTION-IN-FORCE/LAYOFF/RECALL..... | 16 |
| ARTICLE 11: | HOURS OF WORK..... | 17 |
| ARTICLE 12: | VACATIONS..... | 19 |
| ARTICLE 13: | SICK LEAVE..... | 22 |
| ARTICLE 14: | HOLIDAYS..... | 27 |
| ARTICLE 15: | EMPLOYEE RIGHTS..... | 29 |
| ARTICLE 16: | MISCELLANEOUS..... | 30 |
| ARTICLE 17: | WAGE RATES..... | 32 |
| ARTICLE 18: | DURATION..... | 34 |

1 AGREEMENT BETWEEN
2 KING COUNTY
3 AND
4 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
5 REPRESENTING EMPLOYEES IN THE
6 DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
7 MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION
8

9 These articles constitute an agreement, terms of which have been negotiated in good faith,
10 between the King County Labor Negotiating Team and the signatory organization subscribing hereto.
11 This Agreement shall be subject to approval by Ordinance by the County Council of King County,
12 Washington.
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to expressly set forth in writing the negotiated wages, hours, and working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters.

1 **ARTICLE 2: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION**

2 **Section 1.** The County recognizes the signatory organization as representing their members
3 whose job classifications are listed in the attached Addendum A.

4 **Section 2.**

5 **A.** It shall be a condition of employment that all employees covered by this
6 Agreement who are members of the Union in good standing on the effective date of this Agreement
7 shall remain members in good standing and those who are not members on the effective date of this
8 Agreement, become and remain members in good standing in the Union. It shall also be a condition
9 of employment that all employees covered by this Agreement and hired on or assigned into the
10 bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of such
11 employment, become and remain members in good standing in the signatory organization. Provided,
12 however, that employees shall be given the option of refusing Union membership but shall be
13 required to pay to the Union an amount equal to Union dues and fees as agency fees.

14 **B.** Provided, however, that nothing contained in this section shall require an
15 employee to join the Union who can substantiate that bona fide religious tenets or teachings,
16 prohibits the payment of dues or initiation fees to union organizations, in which case the employee
17 shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious
18 charitable organization mutually agreed upon by the employee affected and the bargaining
19 representative to which such employee would otherwise pay the dues and initiation fee. The
20 employee shall furnish written proof that such payment has been made.

21 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
22 bargaining unit employee, the County shall have deducted from the pay of such employee, the
23 amount of initiation fees, dues or other fees as certified by the secretary-treasurer of the signatory
24 organization and shall transmit same to the secretary-treasurer of the signatory organization.

25 The signatory organization will indemnify, defend and hold the County harmless against any
26 claims made and against any suit instituted against the County on account of any check-off of dues
27 for the signatory organization. The signatory organization agrees to refund to the County any
28 amounts paid to it in error on account of the check-off provision upon presentation of proper

1 evidence thereof.

2 **Section 4.** Failure by employees to abide by the above provisions shall constitute cause for
3 discharge of such employees; provided that when an employee fails to fulfill the above obligations
4 the Union shall provide the employee and the County with thirty (30) days notification of the Union's
5 intent to initiate discharge action and during this period the employee may make restitution in the
6 amount which is overdue.

7 **Section 5.** The County will upon request transmit to the Union, not more than twice a year, a
8 current listing of all employees in the unit. Such list shall indicate the name of the employee, wage
9 rate, job classification and department or unit.

10 **Section 6.**

11 **A.** Authorized representatives of the Union, including shop stewards, may have
12 reasonable access to its members in County facilities for transmittal of information or representation
13 purposes, as long as the work of the county employees and services to the public are unimpaired.

14 **B.** The Union shall be allowed to provide a bulletin board for its exclusive use and
15 shall be allowed to place same in a common work location of the bargaining unit. Notices and
16 announcements shall not contain anything political or reflecting adversely upon the County, any of its
17 employees, or any labor organizations among its employees.

18 **C.** The Union shall have the right to appoint stewards within departments where its
19 members are employed under the terms of this Agreement. The department shall be furnished with
20 the names of stewards so appointed. The steward shall be allowed a reasonable time to investigate
21 grievances during regular working hours providing the work of the County employees in providing
22 service to the public is not interrupted.

23 **D.** A negotiating committee, consisting of three (3) persons may be selected from
24 amongst the bargaining unit employees by the Union. Such employees may be released during work
25 hours to attend negotiations, provided that no overtime pay obligations shall result from participation
26 of employees in negotiations.

27 **Section 7.** The County will require all new employees, hired into a position included in the
28 bargaining unit, to sign a form (in triplicate) which will inform them of the Union's exclusive

1 recognition. (One copy of the form will be retained by the County, one by the employee and the
2 original sent to the Union). The County will notify the Union of any employee leaving the
3 bargaining unit because of termination, layoff, leave of absence or dismissal.

ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force is vested exclusively in King County subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy or procedures as the County from time to time may determine.

1 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

2 The parties acknowledge that during the negotiations resulting in this Agreement each had the
3 unlimited right and opportunity to make demands and proposals with respect to any and all subjects
4 or matters not removed by law from the area of collective bargaining and understandings and
5 agreements arrived at by the parties after exercise of that right and opportunity are set forth in this
6 Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right and
7 each agrees that the other shall not be obligated to bargain collectively with respect to any subject or
8 matter not specifically referred to or covered in this Agreement, even though such subject or matter
9 may not have been within the knowledge or contemplation of either or both of the parties at the time
10 they negotiated or signed this Agreement. All rights and duties of both parties are specifically
11 expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the
12 entire agreement between the parties and concludes collective bargaining for its term, subject only to
13 a desire by both parties to mutually agree to amend or supplement at any time, and except for
14 negotiations over a successor collective bargaining agreement.

1 **ARTICLE 5: SAVINGS CLAUSE**

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of Competent
4 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and
6 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full
7 force and effect.

ARTICLE 6: EQUAL EMPLOYMENT OPPORTUNITY

The employer or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, sexual orientation, marital status, age, sex, or any sensory, mental or physical handicap. Allegations of violations of this Article may be submitted through Step 3 of the grievance procedure set forth in Article 9 of this Agreement.

1 **ARTICLE 7: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The employer and the signatory organization agree that the public interest requires
3 efficient and uninterrupted performance of all County services and to this end pledge their best
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory
5 organization shall not cause or condone any work stoppage, including any strike, slowdown or
6 refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or
7 other interference with County functions by employees under this Agreement and should same occur,
8 the signatory organization agrees to take appropriate steps to end such interference. Any concerted
9 action by an employee in the bargaining unit shall be deemed a work stoppage if any of the above
10 activities have occurred.

11 **Section 2.** Upon notification in writing by the County to the signatory organization that any
12 of its members are engaged in a work stoppage, the signatory organization shall immediately, in
13 writing, order such members to immediately cease engaging in such work stoppage and provide the
14 County with a copy of such order. In addition, if requested by the County, a responsible official of
15 the signatory organization shall publicly order such signatory organization employees to cease
16 engaging in such a work stoppage.

17 **Section 3.** Any employee who commits any act prohibited in this section will be subject in
18 accord with the County's Work Rules to the following action or penalties:

19 1. Discharge.

20 2. Suspension or other disciplinary action as may be applicable to such employee.

21 **Section 4.** There shall be no lockouts during the life of this agreement.
22
23
24
25
26
27
28

ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

Section 1. King County presently has in effect group medical, dental, and life insurance plans for its employees, and agrees to maintain participation in the plans as determined by the Labor Management Insurance Committee or its successor.

1 **ARTICLE 9: GRIEVANCE PROCEDURE**

2 King County recognizes the importance and desirability of settling grievances promptly and
3 fairly in the interest of continued good employee relations and morale and to this end the following
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
5 possible level of supervision.

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
7 or reprisal in seeking adjudication of their grievance.

8 **Section 1. Definition.** Grievance - An allegation of a violation or misapplication of rights,
9 benefits, or conditions of employment as contained in this Agreement.

10 **Section 2. Procedure.**

11 **Step 1.** A grievance shall be presented in writing by the aggrieved employee and
12 representative, if the employee wishes, within fourteen (14) calendar days of the occurrence of such
13 grievance to the Supervisor on duty. The grievance shall specify the Article and Section of the
14 collective bargaining agreement that has been violated. The Supervisor shall gain all relevant facts
15 and shall attempt to adjust the matter and notify the employee in writing, a copy of which shall be
16 sent to the Union, within seven (7) calendar days. If a grievance is not pursued to the next higher
17 level within fourteen (14) calendar days of receipt of the Supervisor's response, it shall be presumed
18 resolved. The parties agree that a grievance may be amended prior to Step 2.

19 **Step 2.** If, after thorough discussion with the Supervisor, the grievance has not been
20 satisfactorily resolved, the grievance shall then be presented to the Crisis and Commitment Service
21 Coordinator. All letters, memoranda, and other written materials shall be made available for the
22 review and consideration of the Crisis and Commitment Service Coordinator. The Coordinator may
23 interview the employee and/or representative and receive any additional related evidence which may
24 be deemed pertinent to the grievance. The Coordinator shall make a written decision available to the
25 grievant and the Union within fourteen (14) calendar days. If the grievance is not pursued to the next
26 higher level within seven (7) calendar days of receipt of the Coordinator's response, it shall be
27 presumed resolved.

28 **Step 3.** If, after thorough discussion with the Coordinator, the grievance has not been

1 satisfactorily resolved, the written grievance shall then be presented to the Division Director. All
2 letters, memoranda, and other written materials shall be made available for the review and
3 consideration of the Division Director. The Division Director may interview the employee and/or
4 representative and receive any additional related evidence which may be deemed pertinent to the
5 grievance. The Division Director shall make a written decision available to the grievant and the
6 Union within fourteen (14) calendar days. If the grievance is not pursued to the next higher level
7 within seven (7) calendar days of receipt of the Division Director's response, it shall be presumed
8 resolved.

9 **Step 4.** If, after thorough evaluation, the decision of the Division Director has not
10 resolved the grievance to the satisfaction of the employee, the grievance may be presented to the
11 Director of the Human Resources Division (HRD). All letters memoranda, and other written
12 materials related to the grievance shall be made available for the review and consideration of the
13 HRD Director. The HRD Director or designee will meet with the employee(s) who presented the
14 grievance and the Union representative, if requested.

15 The HRD Director or designee shall render a decision within fourteen (14) calendar days of
16 the meeting or receipt of the written grievance, whichever is later.

17 **Step 5.** Mediation shall be the last step for disputes not eligible for arbitration as well
18 as the step prior to arbitration for all other disputes, provided the County and the Union agree to
19 mediate. The County and the Union will have thirty (30) calendar days from the mediation request
20 date to schedule a mediation date.

21 A mediator shall be mutually agreed upon by the County and the Union. The mediated
22 settlement shall be binding on the parties and, unless specifically agreed otherwise, not form a
23 precedent within the Department for any other dispute arising under this Agreement. If resolution is
24 not reached in mediation, a grievance may be referred to arbitration if it concerns the proper
25 application or interpretation of the Agreement.

26 **Step 6.** Either the County or the Union may request arbitration within thirty (30) days
27 of the conclusion of mediation, or if there was no mediation, of the decision of the HRD Director or
28 designee, and must specify the exact question which it wishes arbitrated and the remedy sought. The

1 County and the Union shall then select a third disinterested party to serve as an arbitrator.

2 In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be
3 selected from a panel of seven (7) arbitrators furnished by the American Arbitration Association.

4 The arbitrator will be selected from the list by both the County representative and the Union, each
5 alternately striking a name from the list until only one name remains. The arbitrator, under voluntary
6 labor arbitration rules of the Association, shall be asked to render a decision promptly and the
7 decision of the arbitrator shall be final and binding on both parties.

8 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
9 this Agreement, but shall have the power only to apply and interpret the specific, written provisions
10 of this Agreement in reaching a decision.

11 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
12 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's
13 behalf. Additionally, each party shall bear the cost of its own attorneys' fees.

14 No matter may be arbitrated which the County by law has no authority over, has no authority
15 to change, or has been delegated to any civil service commission or personnel board as defined in
16 RCW 41.56.

17 **Section 3.** All newly hired and promoted employees must serve a probationary period as
18 defined in the Personnel Guidelines for the Career Service. As the Guidelines specify that the
19 probationary period is an extension of the hiring process, the provisions of this Article will not apply
20 to employees if they are discharged during their initial probationary period or are demoted during the
21 promotional probationary period for not meeting the requirements of the classification. The
22 provisions of this Article will not apply to the discharge of temporary and term-limited temporary
23 employees as they are employed at-will. Grievances brought by temporary, term-limited or
24 probationary employees involving issues other than discharge or demotion may be processed in
25 accordance with this Article.

26 **Section 4.** If employees have access to multiple procedures for adjudicating grievances, then
27 selection by the employee of one procedure will preclude access to other procedures; selection is to
28 be made no later than at the conclusion of Step 4 of this grievance procedure.

Section 5. The time limits set forth herein may be extended upon written consent of both parties. Unless a written extension has been granted, failure of the grievant to pursue the grievance to the appropriate step within the time limits set forth herein shall constitute a presumption that the matter is resolved. A grievance may be filed at any step that is mutually agreed upon in writing by the County and the Union. The Union and County may agree in writing to waive any of the above steps.

ARTICLE 10: REDUCTION-IN-FORCE/LAYOFF/RECALL

Section 1. Regular employees laid off as a result of a lack of work and/or shortage of funds shall be laid off according to seniority within classification as set forth in Section 4 of this Article; provided, however, employees serving in their initial probationary period shall be laid off prior to regular employees being laid off;

Section 2. Employees laid off shall be rehired in the inverse order of layoff; namely, those laid off last will be rehired first.

Section 3. The County agrees to notify the Union at least fourteen (14) calendar days in advance, in writing, of any anticipated reduction in force.

Section 4. Seniority shall be defined as follows:

Length of service within the bargaining unit/classification including hours worked as a temporary employee, as described below:

A. A career service employee in the bargaining unit who resigns and subsequently returns to a career service bargaining unit position shall have seniority restored, provided the break in service is twenty four (24) months or less.

B. Seniority shall continue to accrue during any compensated absence from service or during any leave of absence without pay for periods of thirty (30) calendar days or less.

C. Seniority shall be retained but shall not continue to accrue during that period of an authorized leave of absence without pay that exceeds thirty (30) calendar days.

D. All time worked as a temporary employee or term-limited temporary employee in a bargaining unit position during the immediately preceding twenty four (24) months prior to an appointment to a career service position shall be added to the employee's seniority upon such appointment. Employees other than regular career service employees do not otherwise accrue seniority.

ARTICLE 11: HOURS OF WORK

Section 1.

A. The establishment of reasonable work schedules and starting times is vested solely within the purview of department management, and may be changed from time to time provided a two (2) week prior notice of change is given. The two week prior notice provision shall not apply to changes of assignment (for example, Day shift assigned to Court Manager; Outreach Night reassigned to Harborview Night), the scheduling of vacation back-up or in other circumstances over which the department cannot exercise control. This provision shall not prevent employees from mutually agreeing to schedule changes with the approval of the department. In the exercise of its scheduling prerogative, department management will give priority to meeting the dictates of the workload. Employees will continue their participation in the development of the master work schedule. Shifts to be covered by vacation back-up shall normally be made available to backup staff by Friday, eight (8) days before the start of the schedule.

B. Department management, with input from the bargaining unit, will designate a workweek (or workweeks) consisting of seven consecutive 24-hour periods. The regular work schedule shall consist of four shifts of nine hours and twenty minutes, a total of 37.5 regularly scheduled hours per work week. The County agrees that it will not change this schedule configuration without notifying the Union and providing an opportunity to negotiate the effects of such change, unless the change is for a limited duration due to an emergency.

C. When annual work schedules are changed by the County, the employees may select their desired schedule on the basis of seniority.

D. All employees shall be designated as hourly and eligible for compensation at the overtime rate for all time worked in excess of forty (40) hours in a work week. For time worked in excess of 37.5 hours in a work week, but not more than 40 hours, employees will be compensated at the regular straight-time rate. Employees must receive authorization in advance for work in excess of their regular scheduled shifts.

(1) Overtime shall be computed in fifteen (15) minute increments.
on duty and in paid status during a meal break, and there will be no additional compensation when an

1 employee is unable to take a meal break during the work shift.

2 **Section 2.** On September 1, 2007, all personal leave time accrued as of August 31, 2007, will
3 be converted hour for hour to compensatory time or paid in cash. An employee with a vacation
4 balance of less than 200 hours on August 31, 2007, may elect to convert up to 37.5 hours to
5 compensatory time. The remaining accrued personal leave time will be cashed out or converted to
6 compensatory time, at the discretion of Department management.

ARTICLE 12: VACATIONS

Section 1. Regular full-time employees shall receive vacation benefits as indicated in the following table:

EQUIVALENT ANNUAL VACATION
FOR FULL-TIME EMPLOYEE WORKING 37.5 HOUR SCHEDULE

| | Years of Service | Maximum Annual Vacation Accrual | |
|--------------------------|---------------------|------------------------------------|---------|
| | | Hours | Days |
| Upon hire to end of year | 5 | 90 | 12 days |
| Upon beginning of year | 6 | 112.5 | 15 days |
| Upon beginning of year | 9 | 120 | 16 days |
| Upon beginning of year | 11 | 150 | 20 days |
| Upon beginning of year | 17 | 157.5 | 21 days |
| Upon beginning of year | 18 | 165 | 22 days |
| Upon beginning of year | 19 | 172.5 | 23 days |
| Upon beginning of year | 20 | 180 | 24 days |
| Upon beginning of year | 21 | 187.5 | 25 days |
| Upon beginning of year | 22 | 195 | 26 days |
| Upon beginning of year | 23 | 202.5 | 27 days |
| Upon beginning of year | 24 | 210 | 28 days |
| Upon beginning of year | 25 | 217.5 | 29 days |
| Upon beginning of year | 26 | 225 | 30 days |

Section 2. Employees shall expend vacation credits on an hour-for-hour basis for regularly scheduled shifts and shall be paid for vacations at the salary in effect at the time of vacation or upon termination. In cases of death, payment of unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as provided by R.C.W., Title 11.

Section 3. Employees may accrue up to 450 hours of vacation. Employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture at the end of the year of the vacation leave beyond the maximum accrual amount unless a carryover of vacation leave is approved in accordance with County procedures.

Section 4. Employees with at least six months service who leave King County employment for any reason will be paid for their unused vacation up to the maximum specified herein.

Section 5. Employees shall submit their initial vacation requests prior to the first of February each year. Division management shall develop a preliminary vacation schedule for the twelve month period of March 1 to February 29, granting to the extent possible, requested vacation dates in the order established by the random draw. Vacation requests for the first round shall be in increments of not less than one week's duration and not more than four weeks' duration during June, July, August, and December. A week is defined as Saturday through Friday and any portion of a week counts as a week for vacation draw requests. Three (3) employees may be scheduled for vacation at any time unless a greater number is approved by the Crisis and Commitment Coordinator. Additional vacation periods may be granted to requesting employees in the reverse of the order established by the random draw, using new requests submitted for this second round. Requests for the second round shall be limited to not more than two weeks. Following completion of rounds one and two described above, the final vacation schedule shall be posted on or before the first of March each year. The order established by the random draw shall be revised in successive year(s) by moving those employees who did not receive their first requested dates to the top of the list in the same order. New employees shall be placed at the bottom of the list at the time of their employment.

Section 6. All vacation requests made after the first and second rounds shall be granted where possible and on a first-come basis, but only with the mutual agreement of department management and the employee. If more requests are received simultaneously than can be scheduled, the conflict shall be resolved by awarding the time off to the employee with the most accumulated time (vacation and compensatory time). Requests for additional vacation and use of compensatory time on a first-come basis shall be submitted no earlier than the Friday which is four weeks in

1 advance of the week time off is desired, except as needed for time off to take advantage of training
2 opportunities. (For example, if an employee wishes to have Wednesday of week 26 off, s/he may
3 submit the request no earlier than Friday of week 21.) Vacation requested and scheduled on a first-
4 come basis may be taken in one-half (1/2) hour increments.

5 **Section 7.** After the posting of vacation schedules, employees shall be permitted to exchange
6 vacation periods with the approval of the department.

7 **Section 8.** Cancellation by an employee of any scheduled vacation should be given to the
8 supervisor at least thirty (30) days in advance of the scheduled vacation. Excess vacation accruals
9 which result from cancellation of a previously scheduled vacation by an employee shall be forfeited
10 at the end of each calendar year.

1 **ARTICLE 13: SICK LEAVE**

2 **Section 1. Accrual.** Every regular full-time and part-time employee shall accrue sick leave
3 benefits at a monthly rate equal to 0.04616 for each hour in pay status up to a maximum of seven and
4 a half (7-1/2) hours per month; except that sick leave shall not begin to accrue until the first of the
5 month following the month in which the employee commenced employment. The employee is not
6 entitled to sick leave if not previously earned. There shall be no limit to the hours of sick leave
7 benefits accrued by an employee.

8 **Section 2. Vacation as Extension of Sick Leave.** During the first six months of full-time
9 service a regular employee may, at the Crisis and Commitment Coordinators discretion, be permitted
10 to use any accrued vacation as an essential extension of used sick leave. If an employee does not
11 work a full six (6) months, any vacation credit used for sick leave must be reimbursed to the County
12 upon termination. This section does not limit an employee's use of accrued leave for a qualifying
13 event under the Washington Family Care Act.

14 **Section 3. Minimum Sick Leave Usage.** Sick leave may be used in one-half (1/2) hour
15 increments at the discretion of the Crisis and Commitment Coordinator.

16 **Section 4. Immediate Family Definition.** For purposes of this article, "immediate family"
17 shall be limited to the children, parents, siblings and spouse or domestic partner of the employee,
18 son-in-law, daughter-in-law, grandparents, grandchildren, father-in-law, mother-in-law, domestic
19 partner's child, domestic partner's parents and spouse's children.

20 **Section 5. Separation from Employment.** Separation from or termination of County
21 employment, except by reason of retirement, or lay-off due to lack of work, funds, efficiency reasons
22 or separation for non disciplinary medical reasons, shall cancel all sick leave accrued to the employee
23 as of the date of separation or termination. Should the employee resign in good standing, be
24 separated for non-disciplinary medical reasons or be laid off, and return to the County within two
25 years, accrued sick leave shall be restored, but the restoration shall not apply where the former
26 employment was in a term limited temporary position.

27 **Section 5.1. Retirement and/or Death Benefit.** Employees eligible to accrue sick leave and
28 who have successfully completed at least five (5) years of county service and who retire as a result of

length of service or who terminate by reason of death shall be paid, or their estates paid or as provided by Title 11 RCW, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings.

Section 6. Use Prior to Unpaid Leave. An employee must use all of his or her sick leave before taking unpaid leave for his or her own health reasons. If the injury is compensable under the county's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave would be paid or unpaid; but when an employee chooses to take paid leave for family reasons he or she may set aside a reserve of up to eighty (80) hours of accrued sick leave. An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by the Crisis and Commitment Coordinator. This section does not limit an employee's use of leave for a qualifying event under the Washington Family Care Act.

Section 7. Uses of Sick Leave. Sick leave shall be used for the following reasons:

Section 7.1. The employee's bona fide illness; but an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

Section 7.2. The employee's incapacitating injury, but:

A. An employee injured on the job illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his or her worker's compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status;

B. An employee who chooses to augment workers compensation payments with the use of accrued sick leave shall notify the workers compensation office in writing at the beginning of the leave;

C. An employee may not collect sick leave and workers compensation for physical incapacity due to any injury or occupational illness which is directly traceable to employment other

1 than with the County.

2 **Section 7.3.** The employees' exposure to contagious diseases and resulting quarantine.

3 **Section 7.4.** A female employee's temporary disability caused by or contributed to by
4 pregnancy and childbirth.

5 **Section 7.5.** Employee keeping health care appointments, provided that employees shall
6 make a reasonable effort to schedule appointments on their time off in order to minimize the impact
7 on Department operations.

8 **Section 7.6.** To care for the employee's child if the child has an illness or health condition
9 which requires treatment or supervision from the employee;

10 **Section 7.7.** To care for other family members, if:

11 **A.** The employee has been employed by the County for twelve (12) months or more
12 and has worked a minimum of one thousand forty hours (1040) in the preceding twelve (12) months;

13 **B.** The family member is the employee's spouse or domestic partner, the employee's
14 child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's
15 spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the
16 employee's spouse or domestic partner; and

17 **C.** The reason for the leave is one of the following:

18 **(1)** The birth of a son or daughter and care of the newborn child, or placement
19 with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve
20 months of the birth, adoption or placement;

21 **(2)** The care of the employee's child or child of the employee's spouse or
22 domestic partner whose illness or health condition requires treatment or supervision by the employee;
23 or

24 **(3)** Care of a family member who suffers from a serious health condition.

25 Employees who are eligible for leave benefits may use accrued paid leave balances (sick
26 leave, vacation, compensatory time) for family care as provided by the Washington Family
27 Care Act.

28 **Section 8. King County Family and Medical Leave.** Bargaining unit members shall be

1 granted benefits consistent with all provisions of the King County Family and Medical Leave Act
2 (KCFML), K.C.C. 3.12.220(I). An employee may take a total of up to eighteen (18) weeks unpaid
3 leave for his or her own serious health condition, and for family reasons as provided in sections 7.5
4 and 7.6 combined, within a twelve (12) month period. The leave may be continuous, which is
5 consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.
6 Intermittent leave is subject to the following conditions:

7 **Section 8.1.** When leave is taken after the birth or placement of a child for adoption or foster
8 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by
9 the Crisis and Commitment Coordinator.

10 **Section 8.2.** An employee may take leave intermittently or on a reduced schedule when
11 medically necessary due to a serious health condition of the employee or family member of the
12 employee; and

13 **Section 8.3.** If an employee requests intermittent leave or leave on a reduced leave schedule,
14 under Section 8.2 above, that is foreseeable based on planned medical treatment, the appointing
15 authority may require the employee to transfer temporarily to an available alternative position for
16 which the employee is qualified and that has equivalent pay and benefits and that better
17 accommodates recurring periods of leave than the regular position of the employee.

18 **Section 8.4. Use of Donated Leave.** Use of donated leave shall run concurrently with the
19 eighteen work week family medical leave entitlement.

20 **Section 8.5.** The county shall continue its contribution toward health care during any unpaid
21 leave taken under Section 8.

22 **Section 9.** Department management is responsible for the proper administration of the sick
23 leave benefit. Verification from a licensed health care provider may be required to substantiate the
24 health condition of the employee or family member for leave requests.

25 **Section 10.** An employee who returns from unpaid family or medical leave within the time
26 provided in this Article is entitled, subject to bona fide layoff provisions, to:

27 **A.** The same position he or she held when the leave commenced; or

28 **B.** A position with equivalent status, benefits, pay and other terms and conditions of

1 employment; and

2 C. The same seniority accrued before the date on which the leave commenced.

3 **Section 11.** Failure to return to work by the expiration date of the leave of absence may be
4 cause for removal and result in termination of the employee from county service.

5 **Section 12. Bereavement Leave.**

6 A. Regular and term-limited temporary, full-time employees shall be entitled to three
7 (3) scheduled shifts of bereavement leave per year due to death of members of their immediate
8 family. Regular part-time employees shall be entitled to bereavement leave prorated according to
9 their scheduled hours of work per workweek.

10 B. Regular, full-time employees who have exhausted their bereavement leave shall be
11 entitled to use sick leave in the amount of three (3) scheduled shifts for each additional death of a
12 member of the employee's immediate family. Regular part-time employees shall be entitled to use
13 sick leave prorated according to their scheduled hours of work per workweek.

ARTICLE 14: HOLIDAYS

Section 1. All regular employees shall be granted the holidays provided in RCW 1.16.050 which currently lists the following holidays with pay:

| | |
|------------------------------------|--|
| New Year's Day | January 1st |
| Martin Luther King, Jr.'s Birthday | Third Monday in January |
| Presidents' Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11th (or County observed Holiday) |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | |
| Christmas Day | December 25th |

and any designated by public proclamation of the chief executive of the state as a legal holiday. Holidays shall commence at 12:01 a.m. and end at midnight. In addition, each employee shall receive two (2) additional personal holidays. These days shall be administered through the vacation plan. One day (7.5 hours) shall accrue to all employees in a pay status as of the first of October and the second day (7.5 hours) shall accrue to all employees in a pay status as of the first of November of each year. Employees will be able to use these days in the same manner as they use vacation days earned.

Section 2. Employees will be paid at the overtime rate for all time worked on a holiday, in addition to the regular straight-time rate of pay. An employee must be in a pay status on the employee's scheduled working day prior to and the employees' scheduled working day after the holidays set forth above in order to receive holiday pay.

2.A. When a holiday falls on an employee's scheduled day off, the employee will receive 7.5 hours holiday pay at the straight time rate.

1 **2.B.** When a holiday falls on an employee's scheduled work day, and the employee
2 does not work, the employee will receive 7.5 hours holiday pay at the straight time rate, and must use
3 accrued vacation, sick leave, or compensatory time as appropriate for all scheduled work hours.

4 **2.C.** Employees with a vacation balance of less than 200 hours may elect to receive
5 compensatory time at the rate of 1.5 times all time worked on a holiday, in addition to the regular rate
6 of pay for all time worked.

7 **Section 3.** In the event there is a requirement to increase staffing on the recognized holidays,
8 employees will participate in developing changes to the master work schedule as provided in Section
9 1 of Article 11.

10 **Section 4.** Procedures for determining holiday coverage will be developed by a joint labor-
11 management committee.

12 **Section 5.** After the final vacation schedule is posted, on or before the first of March each
13 year – a procedure for Holiday coverage for the remaining seven (7) holidays of the year and the first
14 three (3) holidays of the subsequent year will be developed. Whenever possible, holiday assignments
15 will be based on volunteers from the staff. However, if there are insufficient volunteers, management
16 will assign staff from the potential working pool. Assignment will be based on a number of factors
17 including the number of other major holidays worked and the general work schedule.

1 **ARTICLE 15: EMPLOYEE RIGHTS**

2 **Section 1.** The off-duty activities of employees shall not be cause for disciplinary action
3 unless said activities are detrimental to the employee's work performance or the program of the
4 agency or present a conflict of interest.

5 **Section 2.** If at any level, the County determines to bring disciplinary action against any
6 career service employee, such disciplinary action shall be for just cause, shall be in compliance with
7 county policy and the employee shall be apprised of his/her rights of appeal and representation as
8 provided for in the Grievance Procedure of this Agreement.

9 **Section 3.** The employee and/or representative may examine the employee's personnel file(s)
10 if the employee so authorizes in writing. Material placed into the employee's file(s) relating to job
11 performance or personal character shall be brought to his or her attention. The employee may
12 challenge the propriety of including it in the file(s). The employee shall have the right to insert
13 documentation into the file(s), providing such documentation is relevant to the challenge.
14 Unauthorized persons shall not have access to employee files or other personal data relating to their
15 employment.

16 **Section 4.** No employee shall be required to use equipment which is not in a safe condition.
17 In the event an employee discovers or identifies unsafe equipment, he/she will immediately notify the
18 immediate supervisor in writing. Employees will not be disciplined for reporting unsafe equipment
19 or working conditions to their immediate supervisor. Said equipment shall be repaired or replaced if
20 the employer determines the equipment to be unsafe. At such time as the employer determines the
21 equipment to be safe, the employee will be advised in writing.

1 **ARTICLE 16: MISCELLANEOUS**

2 **Section 1.** All employees who have been authorized to use their own transportation on
3 County business shall be reimbursed at the rate established by County Council action. Employees
4 required to attend mandatory staff meetings on their day off will be reimbursed for mileage and
5 parking.

6 **Section 2.** The Union and the County recognize that the nature of the services offered by the
7 County necessitates the use of temporary employees (commonly referred to as extra-help employees).
8 These employees are part of the bargaining unit and subject to the terms of the Agreement.
9 Temporary employees are not eligible for vacation, sick leave, holiday, medical, dental or other
10 insurance benefits. However term-limited temporary employees are eligible for all benefits contained
11 in this agreement. The County agrees that these employees are supplementary to the regular work
12 force and shall not be used to displace regular employees or undermine the integrity of the bargaining
13 unit. Temporary and term-limited temporary employees are considered at-will and may be
14 terminated without recourse to the just cause provisions or the grievance procedures in Article 9.
15 Just cause provisions and the grievance procedure will apply to all other forms of disciplinary action.

16 **Section 3.** The County may provide employees release time to attend training programs that
17 will be beneficial to their job performance. Notice of all such training opportunities which
18 management deems appropriate will be made available to all employees in writing. If the County
19 requires attendance at such training programs, the County will pay the expenses incurred.

20 **Section 4.** Changes in written procedural guidelines or other work rules or regulations will be
21 implemented only upon written notification of revisions. No employee shall be held responsible for
22 violation of a written instruction, regulation, rule or guideline provided oral instructions to do so
23 were received from supervisory personnel.

24 **Section 5.** The County and the Union agree to establish a Labor-Management Committee.
25 The purpose of the Committee is to discuss matters of concern to either party, and promote effective
26 labor-management communications. Meetings shall be scheduled upon request of either the Crisis
27 and Commitment Coordinator or Union Representative (or designee), at a time mutually agreed by
28 the parties. Up to three members of the bargaining unit shall be entitled to participate in Committee

meetings. Employees may be released during work hours to attend Committee meetings, except that no overtime obligation will result from Committee activities. As soon as practical after the execution of this Agreement, the parties agree to convene the Labor-Management Committee to consider issues related to the implementation of the Agreement, including but not limited to holiday assignments.

Section 6. Promotions shall be made in accordance with the King County Personnel Guidelines. Any employee who is promoted within the Division and does not successfully complete the probationary period for the position to which promoted, shall have a right to return to his/her former position if it is vacant and available; this includes employees promoted out of the bargaining unit. If the former position is not available, and the employee is separated from the promotional position during the probationary period, the re-hire provisions of Article 10 Section 2 will apply.

Section 7. Job Sharing. County Designated Mental Health Professionals may be permitted to job share or to work part-time when practicable based on staffing requirements, budget constraints, and at management's prerogative.

Section 8. COPE. King County shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

ARTICLE 17: WAGE RATES

Section 1. Effective September 1, 2007, employees will be placed on Range 60 of the 2007 King County Hourly Squared Schedule, at the closest step that is not less than the previous hourly rate.

Section 2. Effective January 1, 2008 pay rates in effect on December 31, 2007 shall be increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities Index, September -2006 - September 2007 base year; provided, however, that the amount produced by application of the foregoing shall not be less than 2% and not greater than 6%.

Section 3. Effective January 1, 2009 pay rates in effect on December 31, 2008 shall be increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities Index, September - 2007 - September 2008 base year; provided, however, that the amount produced by application of the foregoing shall not be less than 2% and not greater than 6%.

Section 4. Effective January 1, 2010 pay rates in effect on December 31, 2009 shall be increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities Index, September 2008 - September 2009 base year; provided, however, that the amount produced by application of the foregoing shall not be less than 2% and not greater than 6%.

Section 5. New career service employees shall be hired at Step 1 of their respective pay range or a higher step at the discretion of management. Employees hired at Step 1 shall be advanced to Step 2 after the successful completion of a probation period of at least six (6) months, which may be extended to up to twelve (12) months by the hiring authority. Non-probationary career service employees on Step 2 through Step 10 will receive a one step increase effective January 1 of each year.

Section 6. Temporary employees including term limited temporaries will be paid per the following schedule and increases in succeeding years per sections 2 and 3 of this Article:

| | |
|--|----------------|
| 0 - 320 hours worked | 90% of Step 1 |
| 321 - 640 hours worked | 100% of Step 1 |
| 641 + hours worked or previous employment as a King County Designated Mental Health Professional | 110% of Step 1 |

Section 7. Term Limited Temporary employees. The County may employ term limited

1 temporary employees as defined in County Ordinance.

2 **Section 8. Bi-weekly Pay.** The County has the right to define and implement a new payroll
3 system, including but not limited to a biweekly payroll system. Implementation of such system may
4 include a conversion of wages and leave benefits into hourly amounts and the parties recognize King
5 County's exclusive right to make the changes necessary to implement such payroll system. The
6 County agrees to provide the Union with at least sixty (60) days notice prior to implementation, and
7 agrees to bargain effects of implementation of a new payroll system, if the Union requests.

1 **ARTICLE 18: DURATION**

2 This Agreement shall become effective when ratified by the parties, including adoption as an
3 ordinance by the King County Council, and covers the period September 1, 2007 through and
4 including August 31, 2010. Written notice of desire to modify this agreement shall be served by
5 either party upon the other at least sixty (60) days prior to the date of expiration.

6
7 **APPROVED** this _____ day of _____, 2007

8
9
10
11 By: _____

12 King County Executive

13
14
15
16
17
18 _____
19 Debbie Foley, Union Representative
20 Service Employees International Union, Local 925